

**POLICY AND PROCEDURES FOR
TEXTBOOK ADOPTIONS**

Indiana Department of Education
Dr. Tony Bennett, Superintendent
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No samples should be sent to the advisors unless indicated on their list of reviewers.

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POLICY AND PROCEDURES FOR TEXTBOOK ADOPTIONS

The following information is intended to provide publishers, reviewers, school personnel, and other interested persons with a concise outline of the policies and procedures followed by the Indiana State Board of Education and the Advisory Committee on Textbook Adoptions in meeting their statutory obligations to adopt and establish fixed contract prices for textbooks. The Board will adopt as many textbooks as it finds are satisfactory for each established adoption category. In addition, the Board may recommend to school corporations as many as seven (7) textbooks in each category from the list of adopted textbooks that it finds most satisfactory.¹

The textbook adoption procedures were established to provide local education agencies with a guaranteed price for their basal instructional materials and the students of Indiana with the best textbooks available. Textbook, as defined in IC 20-18-2-3, means systematically organized material designed to provide a specific level of instruction in a subject matter category. If the material fits this definition and covers a substantial portion of the instruction for a category description, it will be considered a textbook; if not, it will be considered supplemental. Supplemental materials are not considered for adoption. Only the core instructional material shall be bid and programs must be in complete form.

I. ADVISORY COMMITTEE

The State Superintendent of Public Instruction will appoint six (6) persons to serve on the Advisory Committee on Textbook Adoptions. The State Superintendent or his designee serves as chairman of this Committee and will be a voting member. The Committee will review all textbooks bid for adoption and report to the Board those textbooks recommended for adoption.²

II. CHRONOLOGY

On or before the first day of every adoption year, the Committee will establish a chronology of textbook adoption activities for that year. The chronology will include the dates for public hearings, the deadlines for receipt of review samples by the Committee and their reviewers, the deadline for receipt of bids and official samples, and the date the Board will make final adoptions.³

The Board will make regular adoptions and execute contracts each year for courses in one subject area classification according to the following schedule: 2008 - Social Studies, 2009 - Mathematics, 2010 - Science and Health, 2011 - Miscellaneous, 2012 - Reading and Handwriting, 2013 - Language Arts and World Languages. These contracts will be for a period of six (6) years.⁴

¹ IC 20-20-5-1

² IC 20-19-2-3

³ 511 IAC 9-1-1

⁴ IC 20-20-5-6

III. ADOPTION CATEGORIES

The first step in the adoption procedure is to establish the list of adoption categories. The categories open for adoption will be within the classifications provided by IC 20-20-5-5 in such a manner as to be reflective of the courses and curriculum programs taught in Indiana schools as approved by the Board in accordance with 511 IAC 6-2-3, 511 IAC 6-2-4, and 511 IAC 6-2-5.⁵ A public hearing will be held prior to establishing adoption categories to receive testimony concerning the subject area.⁶

After the Board approves the list of categories (see Appendix 5), the Department of Education will send a Policy and Procedures Manual to all publishers on the textbook adoption mailing list. The manual will contain a list of adoption categories and their descriptions, a current roster of Committee members, the Board's adoption schedule, and general information about adoption procedures. A list of persons reviewing materials for each Committee member will be sent to publishers in the spring.

IV. EXEMPT CATEGORIES

The Board in its call for bids may exempt textbook categories in elective courses from being bid if it is determined that to do so would be in the best interests of education. In making this determination, the Committee and Board shall consider the nature of the category, the nature of the textbooks available or expected to be available for the category, the effect of exemption on the public schools and students of the state, and any other pertinent facts.⁷ All gifted/talented and special education classes will be exempt. Local schools will review and select appropriate curricular materials for exempt course offerings.

V. INTENT TO BID

The purpose of the Intent to Bid (Appendix 1) is to provide the Department of Education, the Advisory Committee on Textbook Adoptions, public review sites, and reviewers with a preliminary inventory of books that are likely to be received during the adoption cycle. It is expected that this Intent to Bid form will reflect, in so far as possible, the official bid submission in the adoption year. Additions, deletions, or other changes, however, can be made when submitting the Official Form of Bids. (See Appendix 2)

VI. BIDS

On or before June 18, 2009, publishers who wish to have their materials adopted shall submit a sealed bid, marked "Official Bid," to the Department of Education. All materials and programs listed on the bid must be in complete form. No partial programs shall be bid. All bids **must** meet the following criteria:

1. The bid must be submitted on a form prescribed by the Committee and executed by a person having authority to bind the publisher: the president and the secretary of a corporation; a general partner of a partnership; or the proprietor of a sole proprietorship. If a person other than the president and the secretary of a corporation executes the bid, proof of authority must be attached, such as a certified resolution of the board of directors or the bylaws of the corporation.
2. The bid form and affidavit must be complete, notarized, and accompanied by the notary's certificate of authority or commission if notarized by other than an Indiana notary.
3. The bid must be accompanied by evidence that the publisher has authority to do business in the state of Indiana. Out-of-state corporations must be registered with the Secretary of State to do

⁵ 511 IAC9-2-2

⁶ IC 20-20-5-9

⁷ 511 IAC 9-2-3

business in the state of Indiana. Documents may be obtained from: Secretary of State, Room 201, State House, Indianapolis, Indiana 46204. Phone: (317) 232-6576.

4. The bid must be submitted on or before the bid submission date.
5. The bid form must be complete with regard to each textbook submitted.
6. An affidavit for each textbook submitted that is a revised version of a textbook previously adopted must be included with the bid. The affidavit must indicate whether the revised version varies substantively from the previously adopted text. The new edition does not vary substantively unless major portions of the text have been changed.

Bids, inspected by Department staff for completeness, will be accepted or rejected by the Committee at a public meeting of the Advisory Committee on Textbook Adoptions following the deadline for receipt of the official bids, official vault sample, and review samples as listed in the chronology. Bids which are not complete may be rejected by the Board.

VII. SPECIMEN COPIES

Specimen copies of all materials bid **must** be delivered on or before June 18, 2009 to all reviewers, to all Public Review Sites as listed in Appendix 10 and to the advisors only if indicated on their reviewers' list. If necessary, special information concerning the material to be sent to the reviewers will be distributed in the spring. An Official Vault sample, which is not the same as the Public Review Site sample, must be deposited with the Department of Education, Textbook Adoptions area, on or before June 18, 2009.⁸ (See Appendix 9)

To ensure accuracy in the submission of the specimen copies, publishers may send a representative to the Department of Education to inventory the official vault copies and the specimen copies for the public review site. The publisher should contact the textbook adoption coordinator to schedule a time to conduct this inventory. The inventory should be done prior to the bid submission deadline so omissions can be corrected.

The Official Vault sample must be identified with the "Official Vault Sample" label. These labels may be obtained from the Department of Education, Textbook Adoptions or reproduced from the form in Appendix 2. Vault samples should include only the core instructional materials listed on the bid. Teacher's editions and other ancillary materials should not be labeled as vault samples.

All specimen copies must be complete and accurate copies of all materials described in the bid for which the publisher is assuring prices. No partial programs shall be bid.

Specimen copies must include the instructional materials as described in the bid, which are intended for use over the period of the adoption, and the teacher's guide. Other ancillary or supplemental materials, which may be part of the complete program but are not included in the bid, do not need to be included in the specimen copy. Only one specimen copy needs to be submitted for bid items that are identical in content, but vary only in format or packaging; i.e., hardbound and softbound, big book, DVD, etc.

To help all personnel and reviewers correctly identify the materials, labels must be placed on the front of all bid materials and should include the category name, category number, and the name of the publisher bidding the material. Labels should not be placed on a plastic or paper outer cover or on packing boxes. If the specimen copy is a kit, one label may be placed on the container and not on every individual component.

⁸ IC 20-20—13 and 511 IAC 9-3-1

Specimen copies not submitted according to the directions may cause a publisher's bid to be rejected. To help with the submission of the bid and the specimen copies a checklist can be found in Appendix 11.

VIII. CORRELATIONS

Correlations with Indiana's Academic Standards shall be submitted with each specimen copy as required by the Advisory Committee on Textbook Adoptions.

IX. STATE REVIEW AND EVALUATION

Each Committee member will select evaluators consisting of educators and lay persons.⁹ Persons with vested interests, such as authors or dealers, are not eligible to participate in the evaluation procedure.

Prior to the deadline set by the Committee, publishers must provide all reviewers, Public Review Sites, and advisors (if indicated on their list of reviewers that is sent in the spring to publishers submitting an Intent to Bid form) with appropriate samples of all materials submitted for adoption.¹⁰

The Committee will carefully examine all materials that are submitted for approval, taking into consideration the amount and quality of material, how adequately the subject matter corresponds to the category description, style of binding, mechanical execution, and price.¹¹ The Committee will give priority to textbooks written at a reading level appropriate to the grade for which the textbooks will be used.¹²

The evaluation forms will be maintained by the Department of Education.

X. PUBLIC REVIEW OF TEXTBOOKS

Legislation requires the State Board of Education to establish review sites throughout the state and to encourage the public to inspect the submitted materials. The legislation reads: "The state board of education shall make the submitted textbooks available for public inspection during regular business hours for at least six (6) weeks, beginning on or before September 15 of each year, at a textbook review center in each of the nine (9) education service center regions established by the board."¹³ Reviewers may address written comments to the Advisory Committee on Textbook Adoptions or appear and testify at a public hearing.

The law which mandates public hearings states: "The state board of education shall conduct public hearings as often as necessary to receive and carefully consider public testimony regarding public reaction to the submitted textbooks prior to making its final adoption."¹⁴

A list of the public review sites can be found in Appendix 10 of this manual.

⁹ IC 20-20-5-15

¹⁰ 511 IAC 9-3-2

¹¹ IC 20-20-5-15

¹² IC 20-20-5-1

¹³ IC 20-20-5-10

¹⁴ IC 20-20-5-11

XI. BALLOTING PROCEDURE

Textbooks for each category will be adopted by ballot. The Committee will vote and recommend to the State Board of Education all textbooks receiving a majority vote.

Each member of the Board may vote for as many textbooks as deemed satisfactory for state adoption. All textbooks receiving seven (7) or more votes shall be adopted. In addition, the Board may identify as many as seven (7) textbooks in each category as most satisfactory.

XII. USE OF PREVIOUSLY ADOPTED TEXTBOOKS

If a textbook was adopted by the State Board of Education in its last regular adoption of textbooks for the subject, and if the publisher does not submit a bid proposal for that textbook at the next regular adoption of textbooks for that subject, a school corporation may continue to use that textbook, unless the Board finds that the textbook is no longer satisfactory. The Committee will consider the recommendations of personnel from school corporations currently using the textbooks and a panel of seven persons knowledgeable in the subject matter of the adoption category. Each member of the Committee will select one (1) member of the panel.¹⁵ The publisher does not submit a bid or enter into a contract for the continued sale of such a textbook. A textbook whose continued use is authorized by the board may be used for a maximum of six (6) years after the expiration of its original adoption.¹⁶ There is no price or availability guarantee by the publisher after the original contract expires.

XIII. RELEASE OF SPECIMEN COPIES

All specimen copies, except the Official Vault Sample, may be picked up by the publishers during the thirty (30) day period following the annual adoption meeting provided that written request for return of materials is made at the time of their delivery.¹⁷ Publishers are responsible for making arrangements to pick up the materials or to have the specimen copies returned at no expense to the reviewer or public review site.

After thirty (30) days have expired, the Department of Education is authorized to distribute the surplus materials to schools and instructional materials centers that are identified as needing such materials.

¹⁵ 511 IAC 9-5-4

¹⁶ IC 20-20-5-1

¹⁷ 511 IAC 9-3-3

XIV. CONTRACTS

"The state board of education and publishers of adopted textbooks shall enter into contracts which have been approved as to legal form by the attorney general."¹⁸ The contracts will be prepared by the Department of Education for those publishers having adopted textbooks. All contracts must be signed by the appropriate officers of the publishing company. The signed contracts, accompanied by a \$5,000 performance bond, must be returned to the Department of Education for signatures of state officials.¹⁹ One copy of the contract and bond will be filed with the State Superintendent and the other with the publisher. The signed contracts attest to the legal agreement between Indiana and the textbook suppliers for the six (6) years of adoption. (Sample copies of the contract and bond forms are found in Appendices 3 and 4)

XV. THE LOCAL ADOPTION

After the State Board officially adopts textbooks, the Department of Education will prepare and circulate to the schools a list of all newly adopted textbooks, listing titles, publishers, and contract prices.²⁰ Local superintendents are responsible for establishing local review procedures. The procedure shall include, but not be limited to, the involvement of teachers and parents on an advisory committee for the preparation of recommendations for textbook adoptions. Not less than forty percent (40%) of the committee shall be parents. After receiving recommendations from reviewers, the superintendent shall recommend textbooks from the approved list to the governing body for local adoption.²¹

Procedures for adoption should include the receipt and distribution of review samples from the various publishers. Requests should be limited to materials for programs on the state adoption list and to materials for those courses which will actually be taught.

Although publishers have no legal obligation to supply local schools with examination copies, most will honor reasonable requests. Publishers may choose to honor the request for samples only on an "approval and return" basis.

After local adoptions are completed, the superintendent shall report the adoptions to the Department of Education, Textbook Adoptions, using the "Official Adoption Reporting Form," by July 1 of the year in which the adoption becomes effective.²²

XVI. TEXTBOOK RENTAL

Each school corporation may purchase from the publisher any textbook adopted by the state board of education or approved on a waiver and selected by the proper local officials and may rent these textbooks to the students. The annual rental shall not exceed twenty-five percent (25%). For textbooks that are approved for continued use by the state board of education, the annual rental fee may not exceed fifteen percent (15%).²³

XVII. TEXTBOOK WAIVER

The governing body of a school corporation may request a waiver from the adoption requirements if it

¹⁸ IC 20-20-5-20

¹⁹ IC 20-20-5-19

²⁰ IC 20-20-5-18

²¹ IC 20-26-12-24

²² IC 20-20-12-25

²³ IC 20-26-12-2

believes that the educational needs of the students attending that school corporation can best be served by:

- (1) adopting no textbook; or
- (2) adopting a textbook that has not been adopted by the board under this chapter.

A request for a waiver must be submitted on a form approved by the State Board of Education (Appendix 8). It must be submitted to the Department of Education before June 1 preceding the first school year for which the waiver is to apply. The Department of Education staff will review all waivers upon receipt and subsequently make contact with the publishing companies to secure copies of the requested materials for review by Department staff. The Advisory Committee, acting on behalf of the board, shall grant the waiver if it determines that the request is reasonable.²⁴

Waivers are for core materials only and for courses on the official adoption list. Schools do not need to apply for waivers for supplemental materials or for courses not listed on the official adoption list. Waivers are not needed for Special Education or Advanced Placement courses.

XVIII. TEXTBOOK SUBSTITUTION

The Committee may, upon request from a publisher, accept the substitution of a new edition for a textbook previously adopted of the same title provided the price is the same or lower than the price of the original textbook.²⁵ Publishers must use the Substitution Form found in Appendix 7.

Prior to July 1 of the first year of any adoption period or the delivery of any purchased textbook to school corporations, major revisions are acceptable provided the revisions are not so extensive that the revised edition no longer accurately reflects the content and curricular/instructional emphasis of the edition initially adopted.

After July 1 of the first year of the adoption period or the delivery of any of the initially adopted editions to school corporations, changes are considered acceptable provided the revised edition is compatible for concurrent use with the initially adopted textbook.

In evaluating a revised edition of a textbook proposed for substitution, the committee shall consider whether major changes have occurred in the following areas:

1. author;
2. content;
3. format;
4. pagination; and
5. composition of cover and individual pages.

After approval of the substitution request, local school corporations will be advised that they may purchase the substituted text at the same or lower price as the text previously adopted and use the new edition in lieu of the older edition. School corporations who in good faith have adopted and purchased the older edition may continue to use these materials for the duration of the contract period.²⁶

²⁴ IC 20-20-5-24

²⁵ 511 IAC 9-6-2

²⁶ 511 IAC 9-6-2

XIX. ADDITIONAL ADOPTIONS

The Board may make additional adoptions as new textbooks become available or as waivers are granted under IC 20-26-12-28. No additional adoptions will be considered for the last year of an adoption cycle. A contract for a textbook that is adopted after the regular adoption will expire at the same time as contracts which were entered into at the regular time for adoptions of textbooks in that subject.²⁷

The Advisory Committee on Textbook Adoptions will consider recommending additional textbooks for adoption after the Official Adoption List has been approved by the State Board and prior to July 1 of the adoption year for new textbooks that were not available on the official bid deadline and in the subject area classification under adoption.

"A textbook shall be considered new if any of the following pertain to the textbook:

- (1) the title has not been published previously;
- (2) a previous edition has not been submitted during the adoption period;
- (3) it is a revised edition that does not qualify for substitution under 511 IAC 9-6-2 because of major revisions; or
- (4) it is a major revision of a textbook that was initially found unsatisfactory for adoption."²⁸

To submit a textbook for consideration, the publisher must adhere to the following procedures.

1. An intent to bid shall be submitted to the Department of Education, Textbook Adoptions, at least two weeks prior to the submission of the bid and specimen copies.
2. Bids shall be submitted in accordance with IC 20-20-5-13 and 511 IAC 9-3-1 and as outlined in the Policy and Procedures Manual. An affidavit shall be included on which the publisher states the submitted textbook(s) was not available on the official bid deadline. Bids must be submitted at least four weeks prior to an Advisory Committee meeting. Bids will be opened and inspected by Department of Education personnel. Bids which are not complete and proper will be rejected by the Advisory Committee on Textbook Adoptions.
3. Specimen copies shall be distributed in accordance with 511 IAC 9-3-2 and as outlined in the Policy and Procedures Manual. Specimen copies must be distributed at least four weeks prior to an Advisory Committee meeting. The current state textbook reviewers' list for the subject area should be used.
4. Voting may take place at any Advisory Committee meeting after the official adoption and prior to July 1 of the adoption year if the publisher has submitted the bid and specimen copies at least four (4) weeks prior to the meeting. Balloting procedures as outlined in 511 IAC 9-5-3 will be followed.
5. All other sections of the Indiana Code and Indiana Administrative code pertaining to textbook adoptions shall apply.

New textbooks in other curricular areas may be submitted for adoption following the current chronology. The bid must meet all of the bid specifications in 511 IAC 9-3-1. The publisher shall also deliver one (1) official vault sample, with the Official Vault Sample label attached, to the Department of Education.

²⁷ 511 IAC 9-6-1

²⁸ 511 IAC 9-6-1c

XX. NATIONAL INSTRUCTIONAL MATERIALS ACCESSIBILITY STANDARD

The publisher for any material approved for adoption by the State Board of Education for use in Indiana schools and published after July 19, 2006 must (1) provide to the National Instructional Materials Access Center (NIMAC) the digital file set containing the contents of the print material using the National Instructional Materials Accessibility Standard (NIMAS) or (2) make available the adopted material in specialized formats. The file set for the adopted material must be certified by NIMAC before a contract can be entered into between the board and the publisher. If the NIMAS file set is not certified by NIMAC at the time of adoption, the file set should be submitted to NIMAC for certification as soon as possible after adoption by the board.

XXI. TEXTBOOK INDUCEMENT STATEMENT

Regarding the practice by some textbook publisher representatives of encouraging school corporations to adopt their company's book by making various and sundry "special offers of incentives," also referred to as inducements, be it resolved by the Advisory Committee on Textbook Adoptions that this be strongly discouraged, and that the local school corporations be urged likewise to discourage this practice.

INSTRUCTIONS FOR COMPLETING AND SUBMITTING INTENT TO BID

1. The Intent to Bid forms on the following pages may be removed and used as the official forms or photocopied.
2. If the same material will be bid in more than one category, please list that material in each individual category.
3. The Intent to Bid may be signed by any person representing the publishing company.
4. Forms may be mailed to Textbook Adoptions, IDOE, 151 West Ohio Street, Indianapolis, Indiana 46204-2798.
5. The envelope containing the forms should be clearly labeled "INTENT TO BID."
6. The forms must be received no later than 4:00 p.m. on May 10th, 2010.
7. Only textbooks or the core instructional material should be listed on the Intent to Bid form. Workbooks, teachers' editions, and other ancillary materials should not be listed.

**2010 SCIENCE/HEALTH ADOPTION
INTENT TO BID**

Name of Company:

Name and Address of Persons who should receive the lists of reviewers:

Name
Address

Name
Address

Name
Address

Name
Address

Name
Address

Name
Address

(Add additional sheets if necessary)

SCIENCE/HEALTH INTENT TO BID FORM

Publisher _____

Category Name/Number	Title of Material

(Authorized Signature)

(Title)

INSTRUCTIONS FOR COMPLETING AND SUBMITTING OFFICIAL FORM OR BIDS, ORRICIAL VAULT SAMPLES, PUBLIC REVIEW SITE SAMPLES, AND REVIEWER'S SAMPLES

1. The Official Form of Bids and affidavit in this manual may be removed and used as the official form or photocopied.
2. All blanks on the bid form and affidavit must be filled in. Use NA for "not applicable."
3. The bid must be signed by a person having authority to bind the publisher: the president and secretary of a corporation, a general partner of a partnership, or the proprietor of a sole proprietorship. If a person other than the president and the secretary of a corporation signs the bid, proof of authority to bind the company, such as a certified resolution of the board of directors or the bylaws of the corporation, must accompany the bid.
4. The affidavit must be notarized. If notarized by someone other than an Indiana notary, a copy of the notary's certificate of authority or commission must accompany the bid.
5. Out-of-state corporations must either be registered to do business in Indiana or have a statement of exemption from the Secretary of State's office. Evidence in the form of a copy of the registration certificate or the written statement of exemption must accompany each bid. Documents may be obtained from: Secretary of State, Room 201, State House, Indianapolis, Indiana 46204-2798 Telephone (317) 232-6576.
6. The revised/same version affidavit concerning previously adopted textbooks must accompany bids for all previously adopted textbooks.
7. Only the core instructional material should be listed on the bid form. Workbooks, teachers' editions, and other ancillary materials are not to be listed.
8. Bid items should be listed on Schedule A in a continuous format using one line for each item. Do not list each category on a separate page. Ditto marks should not be used, but each item or number written out.
9. The entire ISBN number should be listed, including the dashes.
10. Bid forms should not be stapled together.
11. The envelope containing the Official Bid must be clearly labeled "OFFICIAL BID."
12. Bids may be either hand carried to Textbook Adoptions, ATTN: Sandy Hill, Indiana Department of Education, 151 West Ohio Street, Indianapolis, Indiana, or sent to the Indiana Department of Education, ATTN: Sandy Hill, Textbook Adoptions, 151 West Ohio Street, Indianapolis, Indiana 46204-2798.
13. Specimen copies of the material described in the bid must be distributed to all reviewers for the category(s) in which it is being bid. The Teacher's Edition should also be sent with the specimen copy.
14. All labels on specimen copies must be placed on the outside front cover of each book. Do not place labels on outer wrappers or packaging.
15. Labels placed on the specimen copies must contain the following information:
 - a. Publisher name
 - b. Category number and name

16. Vault Sample labels must be placed on the Official Vault Sample. These are printed labels available upon request from the Department of Education or may be reproduced from the copy in Appendix 2. They are set for Avery 5164 shipping labels. The label size is 4" x 3.33".
17. If a copy of the validation certificate from the National Instructional Materials Accessibility Center (NIMAC) is available for the material being submitted, it should be included with the bid.
18. The data on Schedule A should also be submitted on a CD in delimited ASCII format and included with the bid.
19. Bids may be rejected if Vault Samples, Advisor's Samples, Reviewer Samples, and Public Review Site Samples are not distributed according to 511 IAC 9-3-2 by the dates specified in the chronology. The committee may recommend that the board reject a bid in its entirety which is not submitted on a complete and proper form as indicated above and described in 511 IAC 9-4-1.
20. Dates to remember:
 - May 10, 2010 Deadline for receipt of intent to bid form
 - July 12, 2010 Deadline for receipt of official bid – 4:00 p.m.
 - July 12, 2010 Deadline for receipt of Advisor's Samples (if indicated on the reviewers' lists), Public Review Site Samples, and Reviewers' Samples
 - July 12, 2010 Deadline for receipt of Official Vault Samples – 4:00 p.m.

**STATE OF INDIANA
BID COVER SHEET 2010**

PUBLISHER:

ADDRESS:

HOME PAGE ADDRESS:

REGIONAL SALES MANAGER:

ADDRESS AND TELEPHONE:

E-MAIL ADDRESS:

BID CONTACT PERSON:

PHONE NUMBER:

E-MAIL ADDRESS:

INDIANA REPRESENTATIVE(S) AND TELEPHONE NUMBER(S):

ORDERING INFORMATION FOR SCHOOLS:

ADDRESS:

PHONE:

FORM OF BIDS

Proposal to Supply Textbooks for Use in Public Schools of Indiana

TO THE INDIANA STATE BOARD OF EDUCATION:

We, _____
(name of publisher)

propose to furnish and supply the following textbooks in accordance with the laws of Indiana, at the price given, and propose to furnish said books of corresponding grades in the hands of pupils of the public schools of the State of Indiana, at the following listed net prices, to wit:

(See attached Schedule A which is hereby corporated by reference and made a part of this bid.)

said books to be of the size (both as to form and number of pages) and quality (as to matter, material, style of binding, and mechanical execution), of the specimen copies of said books deposited herewith, said book to conform with the following specifications, to wit:

(See attached Schedule A which is hereby incorporated by reference and made a part of this bid.)

We hereby agree, should our bid be accepted, to enter into a written contract with said Indiana State Board of Education, as provided by the laws of the State of Indiana, to furnish and supply in the manner specified in said laws, the said school books required and purchased from us for use in the schools at the prices hereinafter named. We certify that the prices quoted hereinabove are the lowest prices at which the materials will be offered for sale for a contract period beginning on or after July 1, ____; and that in the event, subsequent to this offer, the materials are offered elsewhere at lower prices for a contract period beginning on or before the contract beginning date as specified herein, we shall accordingly reduce the bid prices hereinabove to such lowest offering prices. We further agree to enter into and assume all other obligations entailed by said proposed contract (of the prescribed form of which we are cognizant), and we herewith file in the Indiana Department of Education copies of each of the above named textbooks, conditioned that if this proposed contract be awarded to use in accordance with this bid, we will enter into such a contract and give the bond required by law, to the acceptance and satisfaction of the Attorney General of Indiana. We herewith furnish below our affidavit in the form prescribed that we are not in any way connected with any trust, combination, party, or conspiracy whereby the benefits of competition are denied to the people of this State.

(Signature of President or Authorized Officer)

(Signature of Secretary or Assistant Secretary)

AFFIDAVIT

State of _____ ss:

County of _____

(Name of President or Other Authorized Officer)

Being duly sworn, upon oath says that he is _____ of
(Title)

(Name of Publisher)

bidders herein, that said _____
(Name of Publisher)

is in no way, directly or indirectly, connected with any other publisher or firm who is now bidding for books submitted to the Indiana State Board of Education, nor has any pecuniary interest in any other publisher or firm bidding at the same time, and that neither he nor his said company is a party to any combination, syndicate or scheme, whereby the benefits of competition are denied to the people of the State of Indiana.

(Signature)

Subscribed and sworn to before me, this _____ day of _____, 20____

(Signature of Notary Public)

My commission expires on the _____ day of _____, 20____

(Seal)

REVISED/SAME VERSION AFFIDAVIT

State of _____ ss:

County of _____

Complete this affidavit only if the textbook being submitted is a revised or the same version of a textbook previously adopted.

Indicate the statement that applies by placing an "X" on the line before Statement 1 or Statement 2.

_____ states that he is _____
(President or Other Authorized Officer) (Title)

of _____
(Name of Publisher)

He further states that _____
(Textbook Title)

Is a revised or the same version of the textbook _____
(Previously Adopted Textbook Title)

adopted by the Indiana State Board of Education in year _____.

The content of the revised version:

1. _____ varies substantively from the previously adopted version.

2. _____ does not vary substantively from the previously adopted textbook.

(Signature)

(Title)

SCHOOL BOOK CONTRACT

This textbook contract entered into by and between the _____ (hereinafter referred to as Contractor) and the Indiana State Board of Education, State of Indiana (hereinafter referred to as Board), sets forth the terms and conditions of the contract for the provision of and payment of textbook(s) to the public schools of the State of Indiana:

The Contractor agrees to furnish and supply to the public schools of the State of Indiana for a period of six (6) years commencing July 1, 20____, in the manner and quantity and within the time specified herein, the following textbook(s) at the price(s) specified, to wit: (See attached Schedule A, which is incorporated by reference and made a part of this contract.)

The Contractor further agrees to reduce the price(s) of textbook(s) sold by the Contractor in Indiana during the six (6) year period of adoption whenever the same textbook(s) are sold by the Contractor elsewhere in the United States at a lower price, so that at no time textbook(s) are sold in Indiana at a higher net price than textbook(s) sold elsewhere in the United States.

The Contractor further agrees to accept for return at full net price value unmarked textbook(s) previously sold by said Contractor.

The Contractor further agrees to furnish to each public school corporation in Indiana requesting textbook(s) (or to any dealer(s) designated by the public school corporation) a sufficient number of textbooks adopted by the public school corporation, in accordance with Indiana Code 20-20-5, on the following terms:

- (1) If paid for in cash within sixty (60) days after delivery, at the net wholesale price of the textbook(s) plus transportation costs.
- (2) If purchased on a time basis, at the net wholesale price plus transportation costs plus interest on the unpaid balance, subject to the following terms:
 - (a) The schedule for payments shall coincide with pupil payments to the public school corporation for textbook rental; and
 - (b) The schedule shall not require the public school corporation to assume a greater burden than payment of twenty-five percent (25%) within thirty (30) days after the beginning of the school year in which the textbook(s) are delivered, and twenty-five percent (25%) on each succeeding anniversary for the following three (3) years. Each public school corporation is empowered to issue to the Contractor its promissory note evidencing such unpaid balance, provided the public school corporation is so authorized or has qualified itself therefore under the applicable statutes in such cases where qualifying action is necessary.

It is further agreed that each dealer(s), if appointed by the public school corporation(s), shall furnish the Contractor with satisfactory evidence of his/her financial responsibility (or furnish a surety bond covering the estimated amount of sales to be made by the dealer(s) in any year), and that the dealer(s) shall pay cash to the Contractor for all textbook(s) received within sixty (60) days of the shipment of said textbook(s). The Contractor further agrees that on all orders made on or before July 15, deliveries will be made during the month of August of that year unless a different delivery date is mutually agreed upon in writing between the public school corporation, or its authorized dealer(s), and the Contractor. All supplemental orders thereafter made by the public school corporation, or its authorized dealer(s), shall be delivered within thirty (30) days after receipt thereof by the Contractor.

The Contractor further agrees that the textbook(s) furnished under this contract shall be sold and delivered as provided by the laws of the State of Indiana, and shall be furnished to such person(s) authorized by law, or to whom may hereafter be authorized by law, of the State of Indiana to make requisition for such textbook(s) for use in the public school corporations of this state.

The Contractor further agrees that the textbook(s) furnished under this contract shall be of the same size and quality as to material, subject matter, style of binding, and mechanical execution as the specimen copies filed with the Contractor's bid. Additionally, the textbook(s) furnished shall in all respects conform with the specifications set forth in the bid heretofore submitted on which this contract is awarded, as if said specifications were repeated herein and which bid and specifications are hereby incorporated by reference and made a part of this contract.

The Contractor further agrees to grant a license to the Board to allow for the reproduction of adopted textbook(s) in large type, braille, and an audio format.

The Contractor agrees to furnish, not more than sixty (60) days after a request is submitted by the Indiana State Board of Education to the Contractor, electronic formats for literary subject areas in the American Standard Code

of Information Interchange (ASCII), or other electronic formats as determined by the Indiana State Board of Education, for which braille versions of the textbook can be produced. If braille specialty code translation computer software is available for nonliterary subjects, the contractor must furnish electronic formats in the American Standard Code of Information Interchange (ASCII), or other electronic formats as determined by the Indiana State Board of Education, for which braille versions of the textbook can be produced. The Indiana State Board of Education may waive these requirements, without affecting any other provisions of this Agreement, if the Contractor offers a braille version of the textbook as a commercial product, offers the braille version of the textbook at a price that does not exceed the standard braille costs and agrees to deliver the braille textbook not more than forty-five (45) days after the Indiana State Board of Education submits a request to the Contractor in this regard.

The laws of the State of Indiana relating to the adoption of textbooks, including Indiana Code 20-20-5, as amended, are made a part of this contract. Failure of the Contractor to comply with these laws or any of the provisions of this contract will be regarded and acknowledged as failure to comply with this contract and a forfeiture of the bond of the Contractor given herewith in the sum of five thousand dollars (\$5000). Contractor agrees that these laws shall be made a part of this contract and are incorporated by reference herein. This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

The Contractor further agrees well, truly, and faithfully to comply in every particular with the terms of this contract and, as it will be impossible to determine the actual damages which will arise to the State of Indiana by any breach of this contract, the sum of five thousand dollars (\$5000) is agreed upon and taken as liquidated damages, payable to the State of Indiana.

The Contractor further agrees to promptly notify the Board of any assignment of the rights granted by this contract and agrees that any such assignment will not serve to relieve the Contractor from the payment of liquidated damages, as specified above, until a publisher's bond to the acceptance and satisfaction of the Governor of Indiana is posted by the assignee.

In any suit that may be instituted upon said bond, it is recognized and agreed that either the Indiana State Board of Education or the Attorney General of the State of Indiana shall be acknowledged as a proper relator for the state, and all questions or objections thereto are waived.

Pursuant to Indiana Code 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

The Contractor further agrees that under no circumstances shall the State of Indiana, the Indiana State Board of Education, or its members, either officially or personally, be liable to the Contractor for any sum, but that the Contractor shall receive all pay and compensation solely and exclusively from the proceeds and sales of textbooks, collected and transmitted as provided by the laws of the State of Indiana.

The Contractor further agrees to indemnify and hold harmless the State of Indiana, the Indiana State Board of Education, or its members, either officially or personally, from and against any claim or liability arising from any negligent act or omission of the Contractor, its agents, officers, employees, or associates in the performance of this contract.

The Contractor affirms that, if it is an entity described in I.C. Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

The Board covenants and agrees that the Contractor shall have all the exclusive rights, privileges, and benefits guaranteed to the Contractor by law.

Drug-Free Workplace Certification

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or

(2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

Compliance with Laws

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 et seq., IC § 4-2-7, et. seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be

subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred

sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

Non-Collusion and Acceptance

The undersigned attests under penalties of perjury that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

AS MADE THIS _____ day of _____, 20_____.

IN WITNESS WHEREOF, the parties hereto have set their hands by proper persons duly authorized.

FOR THE CONTRACTOR

FOR THE STATE OF INDIANA

(Signature)

(Date)

Dr. Tony Bennett, Chairman Indiana State Board of
Education Superintendent of Public Instruction

_____, President
(Name Printed)

Carrie Henderson, Commissioner
Department of Administration

(Signature)

(Date)

Marilyn F. Schultz, Director
State Budget Agency

_____, Secretary
(Name Printed)

Approved as to form and legality:

Stephen Carter
Attorney General

Federal ID # _____

Prepared by the
Indiana Department of Education

INSTRUCTIONS TO CONTRACTOR FOR EXECUTION OF CONTRACT:

The corporate president and secretary are preferred signatories to this contract. Should it prove infeasible to secure the signatures of the president and secretary, other duly authorized corporate officials may execute and attest on behalf of the Contractor corporation. In this latter instance, the Indiana State Attorney General requires completion of the attached Certificate of Corporate Resolution.

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, do hereby certify that I am the Secretary/Assistant Secretary
(Print or type name)

of, _____ a corporation
(Print or type firm name)

duly organized and existing under and by the virtue of the Laws of the State of _____ I further certify that at a regular or special meeting of the Board of Directors of said corporation, duly called, held and convened in conformity with the Charter and By-Laws of said corporation, on the _____ day of _____, 20_____, a quorum being present and voting thereon, the attached resolution was duly adopted.

I further certify that the foregoing resolution is a full, true, and complete copy as the same appears of record in the Minute Record Book of said corporation of which I am the legal custodian; that the same has not been altered, amended, or repealed and is now in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said corporation this _____ day of _____, 20 _____.

(Seal)

APPROVED:

President

Secretary

(Print or type name)

(Print or type name)

INSTRUCTIONS: This certificate need be utilized only if the authorized signatories to this agreement on behalf of the Contractor corporation are corporate officers other than the president and secretary. Therefore, in instances where the contract signatories are authorized officers other than the president and secretary, evidence of such other officers' authority to execute contracts must be included in the form of completion of this certificate and attachment of the evidence of such officers' authority to execute contracts.

SCHOOL BOOK CONTRACT - SCHEDULE "A"

Category	Title	ISBN	Copyright Date	Contract Price
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(Prepared by the Division of Educational Information Systems at the Department of Education)

SCHOOL BOOK CONTRACT BOND

KNOW ALL MEN BY THESE PRESENT:

That we, _____, the publisher (hereinafter referred to as the principal) and _____, as surety (hereinafter referred to as the surety) are hereby held and firmly bound unto the State of Indiana in the penal sum of five thousand dollars (\$5,000) for the payment of which we do hereby bind ourselves, our heirs, executors, administrators, assigns, and successors in interest.

The conditions of this obligation are such that, whereas, the principal has entered into School Book Contract(s) with the Indiana State Board of Education to furnish, for a period of six (6) years from July 1, 20____ to June 30, 20____ to the dealers and public school corporations of Indiana, and to all other persons authorized or who may hereafter be authorized, by the law of Indiana to receive the same, the following school textbooks, at the net wholesale price and net exchange price, respectively, per volume, to wit: see Schedule B which is hereby incorporated by reference and made a part of this bond.

NOW, THEREFORE, if the said principal shall well and faithfully do and perform each and all of the conditions, provisions, and duties of each of said contract(s) in accordance with the specifications thereof, and the laws governing the same, then this obligation to be void, else to remain in full force and effect in law and in equity.

AND, WHEREAS, if the said principal shall refuse to furnish said books, it will be impossible to determine the actual damages which will arise to the State of Indiana by reason of the breach of said contract(s); therefore, it is

agreed that in the event of the breach of said contract(s) the abovementioned sum shall be deemed and taken as liquidated damages, due and payable to the State of Indiana, and said principal and said surety hereby covenant and agree to pay such liquidated damages upon such breach of said contract(s), and this bond shall be valid and binding for the purposes of insuring the payment of such liquidated damages.

And the said principal and said surety hereby recognize and acknowledge each and either the Indiana State Board of Education or the Attorney General of the State of Indiana as a proper relator in any suit that may be brought to recover the penalty of said bond, and binds itself not to deny or dispute such relation.

WITNESS our hands and seals by proper duly authorized this date: _____

FOR THE PRINCIPAL:

FOR THE SURETY:

(Signature)

(Signature)

(Print name and title)

(Print name and title)

ATTEST:

FOR THE STATE OF INDIANA:

(Signature)

Examined and approved:

(Print name and title)

Mitchell Daniels, Governor of Indiana

SCHOOL BOOK CONTRACT BOND - SCHEDULE "B"

Category	Title	ISBN	Copyright Date	Contract Price
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(Prepared by the Division of Educational Information Systems at the Department of Education)

CATEGORY DESCRIPTIONS FOR SCIENCE

04601 SCIENCE, GRADE 1

Grade 1 students describe objects by their physical properties such as a solid or liquid and observe, describe, and ask questions about soil components and properties and about living things and their relationship to their environment.

04602 SCIENCE, GRADE 2

Grade 2 students observe and describe that the properties of materials can change, they observe, measure and recognize patterns in weather and describe how organisms change their forms and behaviors as part of their life cycle.

04603 SCIENCE, GRADE 3

Grade 3 students observe and describe that sound is produced by vibrations, identify rocks and minerals by their unique properties, observe, describe, and ask questions about plant growth and development.

04604 SCIENCE, GRADE 4

Grade 4 students design and assemble electric circuits that provide a means of transferring energy, observe, describe, and ask questions about the ways that water shapes land and land shapes water flow, and about structures of organisms that affect their growth and survival.

04605 SCIENCE, GRADE 5

Grade 5 students differentiate mass and volume, identify the characteristics of physical versus chemical change, observe, describe, and ask questions about patterns in the sun- moon-earth system, about how changes in one part of an ecosystem create changes in other parts of the ecosystem.

04606 SCIENCE, GRADE 6

Grade 6 students understand that matter is composed of different states with different properties and that energy has different forms with unique characteristics. They understand the

relationships between celestial bodies and the force that keeps them in regular and predictable motion. They describe the complex relationships that exist between organisms in all ecosystems. They understand that the major source of energy for all ecosystems is the sun.

04607 SCIENCE, GRADE 7

Grade 7 students understand that energy cannot be created or destroyed but only changed from one form into another or transferred from place to place. They understand forces as they apply to nature and machines. They describe how earth processes have shaped the topography of the earth and have made it possible to measure geological time. They understand the cellular structure of living organisms, from single-celled to multicellular.

04608 SCIENCE, GRADE 8

Grade 8 students understand how atomic structure determines chemical properties and how atoms and molecules interact. They explain how the water cycle and air movement are caused by differential heating of air, land, and water and how these affect weather and climate. They understand that natural and human events change the environmental conditions on the earth. They understand the predictability of characteristics being passed from parent to offspring and how a particular environment selects for traits that increase survival and reproduction by individuals bearing those traits.

3024 BIOLOGY I

Biology I is a course based on laboratory investigations that include a study of the structures and functions of living organisms and their interactions with the environment. Biology I students explore the structure and function of cells, cellular processes, and the interdependencies of organisms within populations, communities, ecosystems, and the biosphere.

- Recommended Grade Level: 10
- Credits: A two credit course
- Fulfills the Biology requirement for the General (Class of 2010 and subsequent classes), Core 40, Core 40 with Academic Honors and Core 40 with Technical Honors diplomas
- A Career Academic Sequence or Flex Credit course

3064 CHEMISTRY I

Chemistry I is a course based on laboratory investigations of matter, chemical reactions, and the role of energy in those reactions. Chemistry I students compare, contrast, and synthesize useful models of the structure and properties of matter and the mechanisms of its interactions.

- Recommended Grade Level: 10-12
- Recommended Prerequisite: Algebra II (can be taken concurrently)
- Credits: A two credit course
- Counts as a Science Course for the Core 40, Core 40 with Academic Honors, Core 40 with Technical Honors or a Science Course requirement of the General Diploma
- A Career Academic Sequence or Flex Credit course

3044 EARTH AND SPACE SCIENCE I

Earth and Space Science I is a course focusing on the study of the earth's layers, atmosphere, hydrosphere, and the structure and scale of the Universe. Through laboratory and field investigations students analyze and describe Earth's interconnected systems and examine how Earth's materials, landforms, and continents are modified across geological time.

- Recommended Grade Level: 9-10
- Credits: A two credit course
- Counts as a Science Course for the General, Core 40, Core 40 with Academic Honors and Core 40 with Technical Honors diplomas
- A Career Academic Sequence or Flex Credit course

3108 INTEGRATED CHEMISTRY-PHYSICS

Integrated Chemistry-Physics is a laboratory-based course in which students explore fundamental chemistry and physics principles. Students enrolled in this course examine, through the process of scientific inquiry, the structure and properties of matter, chemical reactions, forces, motion, and the interactions between energy and matter.

- Recommended Grade Level: 9
- Recommended Prerequisite: Algebra I (may be taken concurrently with this course)
- Credits: A two credit course
- Counts as a Science Course for the General, Core 40, Core 40 with Academic Honors and Core 40 with Technical Honors diplomas
- A Career Academic Sequence or Flex Credit course

3084 PHYSICS I

Physics I is a laboratory-based course in which students synthesize the fundamental concepts and principles related to matter and energy, including mechanics, wave motion, heat, light, electricity, magnetism, atomic and subatomic physics. Recommended Grade Level: 11-12

- Recommended Prerequisite: Algebra II
- Credits: A two credit course
- Counts as a Science Course for the General, Core 40, Core 40 with Academic Honors and Core 40 with Technical Honors diplomas
- A Career Academic Sequence or Flex Credit course

RULES AND REGULATIONS

511 IAC 9-1-0.5 Definitions

Section 0.5. As used in this article:

- (1) "Board" means the Indiana State Board of Education as established under IC 20-19-2-2.
- (2) "Committee" means the Advisory Committee on Textbook Adoptions as established under IC 20-19-2-3.
- (3) "Department" means the Indiana Department of Education.
- (4) "Official Vault Sample" means a specimen copy of the textbook which is labeled as "Vault Sample" with labels provided by the department.
- (5) "Specimen copy" means an accurate and complete copy in format, content, and technical specifications of all materials described in the publisher's textbook bid.
- (6) "Textbook" means systematically organized material designed to provide a specific level of instruction in a subject matter category.

511 IAC 9-1-1 Chronology for Textbook Adoption

Section 1. On or before the first day of every adoption year, the committee shall establish a chronology of textbook adoption activities for that year. The chronology shall include, but not be limited to, the dates for:

- (1) the committee conducting the public hearings required by IC 20-20-5-9 and IC 20-20-5-11;
- (2) the board establishing adoption categories;
- (3) the committee distributing adoption materials to publishers;
- (4) the publication of the board's call for bids;
- (5) the opening of public review sites;
- (6) the receipt of bids and samples of textbooks bid;
- (7) the committee's opening of bids;
- (8) the committee's formulation of its adoption recommendation; and
- (9) the board's adoption of textbooks.

511 IAC 9-1-2 Duties of the Advisory Committee

Section 2. The committee shall:

- (1) Initiate rules and hold hearings for rules affecting textbook adoption;
- (2) Perform the duties required for implementing the chronology adopted under 511 IAC 9-1-1;
- (3) Review and authorize or reject substitutions requested under 511 IAC 9-6-2;
- (4) Review and authorize or reject waivers requested under IC 20-26-12-28;
- (5) Make recommendations regarding adoption of textbooks which were not available during the regular adoption for a category under the provisions of IC 20-20-5-7;
- (6) Receive and notify school corporations of any price reduction announced by a publisher during an adoption period; and
- (7) Perform other advisory activities regarding textbook adoption.

511 IAC 9-2-1 Solicitation of Advance Comment

Section 1. Prior to recommending adoption categories to the board for any given adoption year, the committee shall hold a public hearing for the purpose of receiving comments from the public regarding the determination of adoption categories and the subsequent evaluation and selection of textbooks in those categories. In conducting this hearing, the committee shall encourage presentation of diverse viewpoints, but shall not allow open debate. The committee shall accept oral and/or written testimony and may limit oral testimony to a specific length of time.

511 IAC 9-2-2 Establishment of Adoption Categories

Section 2. Subsequent to the public hearing described in 511 IAC 9-2-1 the committee and board shall recommend adoption categories for the adoption year. Categories shall be within the classifications provided by IC 20-20-5-5 in such a manner as to be reflective of the courses and curriculum programs taught in Indiana schools as approved by the board in accordance with 511 IAC 6-2-3, 511 IAC 6-2-4, and 511 IAC 6-2-5.

511 IAC 9-2-3 Category Exemption

Section 3. The committee may recommend and the board may exempt textbook categories in elective courses from being bid if it is determined that to do so would be in the best interests of education. In making this determination, the committee and board shall consider the nature of the category, the nature of the textbooks available or expected to be available for the category, the effect of exemption on the public schools and students of the state, and any other pertinent facts.

511 IAC 9-3-1 Submission of Bids

Section 1. On or before the published chronology date for submission of bids, publishers who wish to have their textbooks adopted shall submit a sealed bid on the form prescribed by the committee along with an affidavit, other assurances and certificates required in accordance with 511 IAC 9-4-1, and specimen copies of the textbooks to the location(s) designated under 511 IAC 9-3-2.

511 IAC 9-3-2 Distribution of Specimen Copies

Section 2. Specimen copies as described in 511 IAC 9-1-0.5 shall be delivered to all members of the committee (including the chairman), to all reviewers designated by the committee, and to all public review sites. The official vault sample shall be delivered to the department on or before the date prescribed by the board under the provision of 511 IAC 9-1-1.

511 IAC 9-3-3 Release of Specimen Copies

Section 3. (a) All copies of materials not adopted by the board and all copies of materials, except the Official Vault Sample, adopted by the board may be picked up by the publisher during the thirty (30) day period immediately following the board meeting at which textbooks are adopted, provided that written request for return of materials is made at the time of their delivery.

(b) Publishers are responsible for making arrangements to pick up all materials for which they have submitted a request for return. Neither the board nor the committee is responsible for the safe return of any materials.

511 IAC 9-4-1 Opening of the Bids Section 1. At the meeting called for the opening of bids, the committee shall open and examine sealed bids which were submitted by publishers on or before the submission date. The committee shall recommend that the board accept bids that are complete and proper. Bids shall be considered complete and proper if they meet the following criteria:

- (1) The bid must be submitted on a form prescribed by the committee and executed by a person having authority to bind the publisher: the president and secretary of a corporation; a general partner of a partnership; or the proprietor of a sole proprietorship. If a person other than the president and the secretary of a corporation executes the bid, proof of authority must be attached, such as a certified resolution of the board of directors or the bylaws of the corporation.
- (2) The bid form and affidavit must be complete, notarized, and accompanied by a copy of the notary's certificate of authority or commission if notarized by other than an Indiana notary.
- (3) The bid must be accompanied by evidence that the publisher has authority to do business in the state of Indiana.
- (4) The bid must be submitted on or before the bid submission specified in the call for bids.
- (5) The bid form must be complete with regard to each textbook submitted.
- (6) An affidavit for each textbook submitted that is a revised version of a textbook previously adopted must be included with the bid. The affidavit must indicate whether the revised version varies substantively from the previously adopted textbook.
- (7) All specimen copies of each textbook submitted must be properly labeled and delivered to the locations as required in 511 IAC 9-3-2 on or before the date(s) specified in the call for bids.

511 IAC 9-4-2 Rejection of Bids

Section 2. (a) The committee may recommend that the board reject a bid in its entirety if it finds that the bid does not comply with 511 IAC 9-4-1(1) through 511 IAC 9-4-1(4).

(b) The committee may recommend that the board reject a bid as to any specific textbooks if it finds that the bid does not comply with 511 IAC 9-4-1(5) through 511 IAC 9-4-1(7).

(c) In rejecting a bid the board shall comply with the provisions of IC 4-22-1.

511 IAC 9-5-1 Adoption Process; Notice

Section 1. The board shall give notice at least thirty (30) days prior to the meeting that the committee develops its adoption recommendations. This notice shall include an announcement of the board meeting held to adopt textbooks and to award contracts. This notice shall be published in at least two (2) Indiana newspapers with a paid circulation of not less than eighty-five thousand (85,000). This notice shall include a complete category list of all subjects and grades for which textbooks are to be adopted.

511 IAC 9-5-2 Textbook Evaluation Procedures

Section 2. (a) The committee shall follow the procedure under this section when evaluating textbooks.

(b) Textbook evaluators selected in accordance with IC 20-20-5-15 shall use a review instrument developed by the department and approved by the committee.

(c) Textbook evaluators for the committee shall be selected by each committee member and shall include both educators and lay persons. The department may select additional evaluators to assure that the textbook evaluators

represent the needs of all Indiana students.

511 IAC 9-5-3 Committee Recommendation Procedures

Section 3. Committee recommendations shall be made in accordance with the following:

- (1) Each textbook in a category shall be voted upon as to whether it is satisfactory for state adoption.
- (2) The chairman shall announce, by category, those textbooks receiving either a unanimous satisfactory or unsatisfactory vote.
- (3) The chairman shall open discussion, by category, on textbooks not having received a unanimous vote. No textbook that has received a unanimous vote may be discussed.
- (4) The committee shall cast ballots on those textbooks not receiving a unanimous vote on the first ballot.
- (5) The chairman shall announce those textbooks not receiving a majority satisfactory vote on the second ballot and the recommended adoptions for that category.
- (6) A committee member shall move that textbooks receiving either a unanimous satisfactory vote on the first ballot or a majority satisfactory vote on the second ballot be recommended to the board as the committee's adoption recommendation.

511 IAC 9-5-4 Recommendations for Continued Use

Section 4. The committee shall make recommendations to the board regarding whether a textbook previously adopted in one of the advertised categories is satisfactory for continued use under the provisions of IC 20-20-5. In developing these recommendations, the committee shall consider the recommendations of:

- (1) Personnel from school corporations currently using the textbooks; and
- (2) A panel of seven (7) persons knowledgeable in the subject matter of the adoption category. Each member of the committee shall select one (1) member of the panel.

511 IAC 9-5-5 Continued Use

Section 5. The board may adopt or approve for continued use only those textbooks that:

- (1) Have been recommended by the committee and receive a majority vote of the board; or
- (2) Are approved by seven (7) members of the board.

511 IAC 9-6-1 Adoption List Additions

Section 1. (a) If a new textbook becomes available in any category during the adoption period for that category, the publisher may submit a bid to have that textbook added to the approved adoption list for that category. The bid must meet all of the bid specifications in 511 IAC 9-4-1.

(b) If the committee finds the new textbook to be satisfactory and the bid to be complete and proper, it shall recommend that the board add the new textbook to the adoption list.

(c) For the purpose of this section, a textbook shall be considered new if any of the following pertain to the textbook:

- (1) The title has not been published previously;
- (2) A previous edition has not been submitted during the adoption period;
- (3) It is a revised edition that does not qualify for substitution under 511 IAC 9-6-2 because of major revisions; or
- (4) It is a major revision of a textbook that was initially found unsatisfactory for adoption.

(d) After a waiver is granted under the provisions of IC 20-20-12-28 for a textbook not on the adoption list, the publishers may submit a bid to have the textbook added to the list by following the bidding procedures specified for a new textbook under subsection (a).

(e) No additional adoptions provided for in this section will be considered for the last year of the adoption period.

511 IAC 9-6-2 Substitution for Previously Adopted Textbooks

Section 2. (a) The committee may, upon request from a publisher, accept the substitution of a new edition for a textbook previously adopted of the same title provided the price is the same or lower than the price of the original textbook.

(b) In evaluating a revised edition of a textbook proposed for substitution, the committee shall consider whether major changes have occurred in the following areas:

- (1) author;
- (2) content;
- (3) format;
- (4) pagination; and
- (5) composition of cover and individual pages.

(c) Prior to July 1 of the first year of any adoption period or the delivery of any purchased textbook to school corporations, major changes are acceptable provided the revisions are not so extensive that the revised edition no longer accurately reflects the content and curricular/instructional emphasis of the edition initially adopted.

(d) After July 1 of the first year of the adoption period or the delivery of any of the initially adopted editions to school corporations, changes are considered acceptable provided the revised edition is compatible for concurrent use with the initially adopted textbook.

(e) In requesting the substitution of a revised edition of a previously adopted textbook, the publisher shall submit to the department nine (9) specimen copies of the revised edition along with a document identifying all changes. The nine (9) specimen copies shall include an official vault sample, one (1) copy for each committee member, and one (1) review copy for the department. Copies for each committee member must be delivered to their mailing address.

(f) After approval of the substitution request, local school corporations will be advised that they may purchase the substituted text at the same or lower price as the text previously adopted and use the new edition in lieu of the older edition. School corporations who in good faith have adopted and purchased the older edition may continue to use these materials for the duration of the contract period.

**PUBLISHER'S REQUEST FOR PERMISSION TO SUBSTITUTE LATER EDITION FOR A
TEXTBOOK CURRENTLY UNDER AN ADOPTION CONTRACT WITH THE INDIANA
STATE BOARD OF EDUCATION**

Within the provisions of 511 IAC 9-6-2, the Advisory Committee on Textbook Adoptions will consider and may permit a publisher to substitute a later edition of a textbook currently on the textbook adoption list of the Indiana State Board of Education. In all approved substitutions, the publisher must agree to supply the later edition to Indiana schools at the same or lower contract price as it is currently supplying the adopted edition. To request such a substitution, the publisher should submit two (2) copies of this form along with two (2) copies of a statement of all compositional differences in the two (2) editions and two (2) copies of the later edition. One (1) copy is the Official Vault Sample and one (1) copy is the review sample sent to the Textbook Adoptions Coordinator. Label the textbook as follows: Substitution Sample, Name of Publisher, Category Number, and Grade Level.

In the context of the above paragraph _____
(Publishing Company)

publisher of the Indiana adopted textbook with the ISBN _____, requests permission
to substitute a new edition with the ISBN _____ in fulfilling its contract to Indiana
schools during the adoption period July 1, 20 _____, through June 30, 20 _____.

Specifications for the two (2) Editions

Category Number: _____

Current Adoption

Edition to be Substituted

Title _____

ISBN _____

Author _____

Copyright _____

Price _____

Policy 78-5-1, Textbook Substitution

The Advisory Committee will accept requests from publishers for the substitution of adopted textbooks according to 511 IAC 96-2

A. Indicate if there are any pagination changes: YES _____

(If yes, list these changes in an attachment.) NO _____

B. Check each of the following types of changes in the substituted edition. (Check all applicable types and list each change in an attachment. Additional chapters, activities, illustrations, materials, etc., may be listed by title and page number only. Substituted materials, wording, spelling, etc., should be specifically cited by page number, paragraph, and line.)

- _____ 1. minor printing corrections
- _____ 2. minor textual revisions (sentence structure, grammatical revisions, etc.)
- _____ 3. content changes (rewritten paragraphs, sections, chapters, etc.)
- _____ 4. additional textual material
- _____ 5. deleted textual material
- _____ 6. substituted illustrations
- _____ 7. additional illustrations
- _____ 8. deleted illustrations
- _____ 9. substituted student activities
- _____ 10. additional student activities
- _____ 11. deleted student activities
- _____ 12. revised supplementary sections (glossary, table of contents, appendix, index, etc.)
- _____ 13. additional supplementary sections
- _____ 14. deleted supplementary
- _____ 15. other changes (specify) _____

C. Has the digital file set been submitted to NIMAC? _____ YES _____ NO

If yes, please include a copy of the validation certificate from NIMAC.

If no, when will the file be submitted?

In submitting this request for permission to substitute the above described _____ edition

of _____, _____
(Title of Textbook) (Name of Publishing Company)

agrees to notify all Indiana schools that are supplied with the substituted edition of this textbook and advise them of any differences between the two editions which could cause confusion in cases of concurrent classroom use, as well as the improvement in the later editions which they might take advantage of to strengthen the schools' instructional programs.

Signed the _____ day of _____, 20____, by _____
(Signature)

(Title)

CHECKLISTS FOR PUBLISHERS

All of the following components **must** be included with the bid. Incomplete bids may result in rejection of the bid by the State Board of Education

These forms must be included in the official bid:

- _____ Bid Cover Sheet
- _____ Form of Bids
- _____ Affidavit (notarized)
- _____ Notary's certificate (if necessary)
- _____ Revised/Same Version Affidavit
- _____ Bid Form - Schedule A (This information should be submitted on a computer disc also.)
- _____ Out-of-state corporations: A Certificate to do Business with the State of Indiana
- _____ Proof of authority to bind the company (if necessary)

All Specimen Copies (see page 3 for detailed information) **must** be properly labeled and sent to:

- _____ Advisory Committee members *only* if indicated on their reviewers' list
- _____ All Reviewers - reviewers' lists will be provided by Department of Education in May
- _____ All Public Review Sites (one set only) - see Appendix 10
- _____ Vault Sample (this is not the Public Review Site sample) - labeled and mailed (see mailing address) or delivered to:

Linda Dierstein
Department of Education
151 West Ohio Street
Indianapolis, IN 46204-2798

- _____ Correlations

Deadlines to be met:

- | | |
|----------------|--|
| March 12, 2008 | Intent to Bid - 4:00 p.m. |
| June 19, 2008 | Official Bid Forms - 4:00 p.m.
Official Vault Samples - 4:00 p.m.
Advisors' Samples, only if specified
Public Review Site's Samples
Reviewers' Samples |

MAILING ADDRESS:

Indiana Department of Education
Textbook Adoptions
151 West Ohio Street
Indianapolis, Indiana 46204-2798

OFFICE LOCATION:

151 West Ohio Street Indianapolis, Indiana 46204-2798
Phone: (317) 232-9190 FAX: (317) 232-9121

Policy Notification Statement

It is the policy of the Indiana Department of Education not to discriminate on the basis of race, color, religion, sex, national origin, age, or disability, in its programs, activities, or employment policies as required by the Indiana Civil Rights Law (I.C.22-9.1), Title VI and VII (Civil Rights Act of 1964), the Equal Pay Act of 1973, Title IX (Educational Amendments), Section 504 (Rehabilitation Act of 1973), and the Americans with Disabilities Act (42 USCS §12101, et. seq.).

*Inquires regarding compliance by the Indiana Department of Education with Title IX and other civil rights laws may be directed to the Human Resources Director, Indiana Department of Education, Room 229, State House, Indianapolis, IN 46204-2798, or by telephone to 317-232-6610, or the Director of the Office for Civil Rights, U.S. Department of Education, 111 North Canal Street, Suite 1053, Chicago, IL 60606-7204 -**Dr. Tony Bennett, State Superintendent of Public Instruction.***